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AGREEMENT

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THIS AGREEMENT made as of July 9, 1990 (the "Closing Date"), between River Road Realty Corporation ("RRR"), a Louisiana corporation, having an office at P. O. Box 5000 (zip code 70069), River Road, La Place, Louisiana 70068, and Specialty Steel Products, Inc. ("Specialty"), a Delaware corporation, having offices c/o Rochez Brothers, 600 Ross Avenue, Pittsburgh, Pennsylvania 15221.

W I T N E S S E T H :

WHEREAS, Specialty has sold to RRR and RRR has purchased from Specialty certain property described as:

PARCEL ONE:

A TRACT OF LAND SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK, AND THE STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; THENCE NORTH 00° 14' 58" WEST (SAID BEARINGS BASED ON THE BEARING OF THE CALUMET RIVER DOCK LINE BEING NORTH 62° 30' 29" EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO), A DISTANCE OF 8.58 FEET ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 18 TO THE PONIT OF BEGINNING OF THIS TRACT; THENCE CONTINUING NORTH 00° 14' 58" WEST ALONG SAID WEST LINE 209.82 FEET TO THE DOCK LINE OF THE CALUMET RIVER; THENCE NORTH 62° 30' 29" EAST 808.93 FEET ALONG SAID DOCK LINE; THENCE SOUTH 89° 54' 47" EAST 213.33 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF 106TH STREET; THENCE NORTH 62° 24' EAST, 203.78 FEET; THENCE SOUTH 53° 00' EAST 85.00 FEET; THENCE SOUTH 45° 33' 18" WEST, 412.94 FEET; THENCE SOUTH 62° 24' WEST, 100.00 FEET; THENCE SOUTH 27° 36' EAST, 28.0 FEET; THENCE SOUTH 62° 24' WEST, 26.0 FEET; THENCE NORTH 27° 36' WEST, 28.0 FEET; THENCE SOUTH 62° 24' WEST, 325.71 FEET; THENCE NORTH 27° 36' WEST, 70.0 FEET; THENCE SOUTH 62° 24' WEST, 406.29 FEET; THENCE NORTH 27° 36' WEST, 15.0 FEET; THENCE SOUTH 71° 03' 08" WEST, 44.13 FEET; THENCE SOUTH 89° 18' 29" WEST, 42.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO,

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID NORTHWEST

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1/4; THENCE NORTH 00° 14' 58" WEST (SAID BEARING BASED ON THE BEARING OF THE CALUMET RIVER DOCK LINE BEING NORTH 62° 30' 29" EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO), A DISTANCE OF 8.58 FEET ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 18, TO THE POINT OF BEGINNING OF THIS TRACT; THENCE CONTINUING NORTH 00° 14' 58" WEST ALONG SAID EAST LINE 209.82 FEET TO THE DOCK LINE OF THE CALUMET RIVER; THENCE SOUTH 62° 30' 29" WEST ALONG SAID DOCK LINE 116.40 FEET; THENCE SOUTH 27° 36' 11" EAST, 144.86 FEET; THENCE SOUTH 53° 11' 56" EAST, 46.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The foregoing property is referred herein as the "Premises", and is also sometimes referred to herein and on Exhibit A described below as Parcel One;

WHEREAS, Specialty has been in possession of the Premises until the Closing Date and will remain in possession of and ownership of certain adjacent real property (hereinafter designated in this Agreement as the "Specialty Property"), after the Closing Date; and

WHEREAS, the parties desire to enter into an Agreement with respect to the mutually beneficial use of both the Premises and the Specialty Property as more particularly set forth below:

NOW, THEREFORE, the parties hereto agree as follows:

RRR ACCESS EASEMENT

1.1 Specialty, in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys to RRR, its successors and assigns, a nonexclusive, perpetual easement for the purpose of ingress to and egress from the Premises, upon, over and across that portion of the following designated real estate owned by Specialty and shown as the Specialty Steel Property on the drawing entitled "Plat of Survey Prepared by Stonelake Survey Co., Ltd., order 5050, Book 277, Page 40", consisting of two sheets, dated June 25, 1990, attached hereto, made a part hereof and marked "Exhibit A," (herein referred to as the "Specialty Property"), in Chicago, Cook County, Illinois, and more particularly described as follows:

PARCEL TWO:

ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CHICAGO, COOK COUNTY, ILLINOIS, LYING SOUTHEASTERLY OF THE CALUMET RIVER, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE CALUMET RIVER RAILROAD COMPANY,

WITH THE SOUTH LINE OF 106TH STREET AS LAID OUT 40.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 18; THENCE NORTH 89° 58' WEST (MEASURE) ALONG SAID SOUTH LINE OF 106TH STREET, (SAID BEARING BASED ON THE BEARING OF THE CALUMET RIVER DOCK LINE BEING NORTH 62° 30' 29" EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO) 26.90 FEET; THENCE SOUTH 42° 00' WEST, 164.54 FEET TO A POINT THAT IS 58.00 FEET NORTHWESTERLY OF SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF RAILROAD; THENCE SOUTH 29° 50' 18" WEST, PARALLEL WITH SAID RAILROAD, 266.58 FEET; THENCE SOUTH 24° 00' WEST, 124.01 FEET; THENCE SOUTH 41° 00' WEST, 201.99 FEET TO A POINT ON THE MOST EASTERLY LINE OF PARCEL ONE; THENCE SOUTH 53° 00' EAST, 20.05 FEET; THENCE NORTH 41° 00' EAST, 203.58 FEET; THENCE NORTH 24° 00' EAST, 125.99 FEET; THENCE NORTH 29° 50' 18" EAST, 263.42 FEET; THENCE NORTH 42° 00' EAST, 180.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(such easement being hereinafter called the "RRR Access Easement"), together with the right and authority in RRR, its agents, contractors, licensees, invitees and their respective employees to enter at all times upon the Premises by means of the RRR Access Easement with vehicles, equipment and personnel and accessory equipment.

1.2 Specialty reserves the right to have RRR relocate all or part of the RRR Access Easement to such other location on land owned by Specialty adjacent to the Premises as may be approved by RRR, which approval shall not be unreasonably withheld, and in such event, RRR and Specialty shall execute a replacement easement substantially in the form hereof. Specialty will reimburse RRR for the cost or expense of any such relocation of all or part of the RRR Access Easement pursuant to this provision, excluding, however, consequential damages.

SPECIALTY EQUIPMENT LICENSE

2.1 RRR grants and conveys to Specialty, its successors and assigns, upon the conditions hereinafter set forth, a license for the purpose of maintaining, repairing, replacing and removing certain electrical lines and equipment, now in place and accessory thereto, consisting of wires, braces, cables, switches, fixtures, appliances and related facilities (the "Specialty Equipment") situated upon and across that portion of the building owned by RRR on the Premises as shown on "Exhibit A" and designated as Specialty Electrical Equipment License and described as follows:

COMMENCING AT THE POINT "B" DESCRIBED IN SECTION 3.2; THENCE NORTH 27° 36' WEST, 15.92 FEET; THENCE NORTH 62° 24' EAST, 29.32 FEET MORE OR LESS, TO THE SOUTHWEST CORNER OF AN EXISTING BUILDING ON PARCEL ONE, BEING THE POINT OF BEGINNING FOR THE SPECIALTY LICENSE; THENCE

CONTINUING NORTH 62° 24' EAST, 30.00 FEET; THENCE NORTH 27° 36' WEST, 10.00 FEET: THENCE SOUTH 62° 24' WEST, 30.00 FEET; THENCE SOUTH 27° 36' EAST, 10.00 FEET TO THE POINT OF BEGINNING.

(such license being hereinafter called the "Specialty License").

2.2 If the Specialty Equipment, or any part thereof, shall at any time, in the sole opinion of RRR, interfere with RRR's present or future operations, Specialty shall, at Specialty's expense, within three (3) months after receipt of written notice to do so, remove the Specialty Equipment, or such part thereof.

2.3 Specialty shall have the right of ingress and egress across the Premises to the Specialty Equipment only over such route or routes as shall from time to time be approved in writing by RRR, and shall be limited to such point or points of entry and routes of such access as shall be designated from time to time by RRR, with a minimum of inconvenience to RRR and without damage to RRR's property or equipment.

2.4 Specialty agrees to indemnify and hold RRR harmless from any and all claims including judgments, attorney fees and expenses, for personal injury to (including death of) any person whomsoever and for damages to any property whatsoever arising out of the presence of the Specialty Equipment on the Premises, except for any such claims resulting from the sole negligence of RRR. In no event shall RRR be responsible or liable to Specialty for consequential damages.

SPECIALTY ACCESS EASEMENT

3.1 RRR, in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Specialty, its successors or assigns, upon the conditions hereinafter set forth, a nonexclusive, perpetual easement for the purpose of ingress to and egress from the Specialty Property, upon, over and across that portion of the Premises, as shown on "Exhibit A" (such easement being hereinafter called the "Specialty Access Easement"), together with the right and authority in Specialty, its agents, contractor, licenses, invitees and their respective employees to enter at all times upon the Specialty Property by means of the Specialty Access Easement with vehicles, equipment and personnel and accessory equipment.

3.2 The Specialty Access Easement shall extend 476.48 feet on each side of a center line on the Premises, more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK

COUNTY, ILLINOIS; THENCE NORTH 00° 14' 58" WEST (SAID BEARINGS BASED ON THE BEARING OF THE CALUMET RIVER DOCK LINE BEING NORTH 62° 30' 29" EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO), A DISTANCE OF 8.58 FEET ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 18 TO THE POINT OF BEGINNING OF PARCEL ONE; THENCE CONTINUING NORTH 00° 14' 58" WEST ALONG SAID WEST LINE 209.82 FEET TO THE DOCK LINE OF THE CALUMET RIVER; THENCE NORTH 62° 30' 29" EAST 808.93 FEET ALONG SAID DOCK LINE; THENCE SOUTH 89° 54' 47" EAST 213.33 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF 106TH STREET; THENCE NORTH 62° 24' EAST, 203.78 FEET; THENCE SOUTH 53° 00' EAST 85.00 FEET; THENCE SOUTH 45° 33' 18" WEST, 412.94 FEET; THENCE SOUTH 62° 24' WEST, 100.00 FEET; THENCE SOUTH 27° 36' EAST, 28.0 FEET; THENCE SOUTH 62° 24' WEST, 26.0 FEET; THENCE NORTH 27° 36' WEST, 28.0 FEET; THENCE SOUTH 62° 24' WEST, 325.71 FEET TO A POINT "B"; THENCE NORTH 27° 36' WEST 7.50 FEET TO THE POINT OF BEGINNING OF A 15 FOOT WIDE EASEMENT BEING 7.50 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; THENCE NORTH 62° 24' EAST, 476.48 FEET TO THE POINT OF ENDING OF SAID EASEMENT.

3.3 The Specialty Access Easement shall also extend, for the sole purpose of vehicle access and turning, over and upon the area of the Premises as shown on Exhibit A by the words "Specialty Access and Turning Easement", and more particularly described as follows:

COMMENCING AT THE POINT "B" DESCRIBED IN SECTION 3.2; THENCE NORTH 27° 36' WEST, 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 27° 36' WEST, 55.00 FEET; THENCE SOUTH 62° 24' WEST, 35.00 FEET; THENCE NORTH 27° 36' WEST, 25.00 FEET; THENCE NORTH 62° 24' EAST, 64.32 FEET; THENCE SOUTH 27° 36' EAST, 80.00 FEET; THENCE SOUTH 62° 24' WEST, 29.32 FEET TO THE POINT OF BEGINNING;

MUTUAL TURNING EASEMENTS.

4.1 RRR grants and conveys to Specialty, its successors and assigns, a nonexclusive easement for the purpose of vehicle access and turning over and upon two areas of the Premises as shown on Exhibit A and more particularly described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS: THENCE NORTH 00° 14' 58" WEST (SAID BEARINGS BASED ON THE CALUMET RIVER DOCK LINE BEING NORTH 62° 30' 29" EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO), A DISTANCE OF 8.58 FEET ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF

SAID NORTHEAST 1/4 OF SECTION 18 TO THE POINT OF BEGINNING OF PARCEL ONE; THENCE CONTINUING NORTH 00° 14' 58" WEST ALONG SAID WEST LINE 209.82 FEET TO THE DOCK LINE OF THE CALUMET RIVER; THENCE NORTH 62° 30' 29" EAST 808.93 FEET ALONG SAID DOCK LINE; THENCE SOUTH 89° 54' 47" EAST 213.33 ALONG A LINE PARALLEL WITH THE SOUTH LINE OF 106TH STREET; THENCE NORTH 62° 24' EAST, 203.78 FEET TO POINT "A" BEING THE NORTHEAST CORNER OF PARCEL ONE:

ALSO,

COMMENCING AT THE ABOVE DESCRIBED POINT "A"; THENCE SOUTH 53° 00' EAST, 85.00 FEET: THENCE SOUTH 45° 33' 18" WEST, 412.94 FEET TO THE POINT OF BEGINNING; THENCE NORTH 27° 36' WEST, 73.00 FEET; THENCE NORTH 62° 24' EAST, 241.10 FEET; THENCE SOUTH 45° 33' 18" WEST, 251.91 FEET TO THE POINT OF BEGINNING.

(Such Easements being hereafter called the "First RRR Turning Easement and the Third RRR Turning Easement", respectively, are shown on Exhibit A, and more particularly described by the words "Turn Easement #1", and "Turn Easement #3", respectively.

4.2 Specialty grants and conveys to RRR, its successors and assigns, a nonexclusive easement for the purpose of vehicle access and turning over and upon two areas of the Specialty Property as shown on Exhibit A and more particularly described as follows:

BEGINNING AT THE ABOVE DESCRIBED POINT "A": THENCE SOUTH 53° 00' EAST, 108.26 FEET; THENCE NORTH 45° 33' 18" EAST, 36.40 FEET; THENCE NORTH 53° 00' WEST, 113.67 FEET; THENCE SOUTH 37° 00' WEST, 36.00 FEET TO THE POINT OF BEGINNING.

ALSO,

COMMENCING AT THE ABOVE DESCRIBED POINT "A"; THENCE SOUTH 53° 00' EAST, 85.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45° 33' 18" WEST, 412.94 FEET: THENCE SOUTH 27° 36' EAST, 24.03 FEET; THENCE NORTH 45° 33' 18" EAST, 423.37 FEET; THENCE NORTH 53° 00' WEST, 23.26 FEET TO THE POINT OF BEGINNING.

(Such Easements being hereafter called the "Second Specialty Turning Easement" and the "Fourth Specialty Turning Easement", respectively, are shown on Exhibit A, and more particularly described by the words "Turn Easement #2", and "Turn Easement #4", respectively.

4.3 It is the intention of RRR and Specialty that the First and Second Turning Easements be a single, contiguous Easement area, and the Third and Fourth Turning Easements, likewise, be a single, contiguous Easement area, and that RRR, Specialty and their respective agents, contractors, licensees, invitees and their respective employees shall have access over and upon both contiguous Easement areas with vehicles, equipment and personnel so long as the building shown on Exhibit A as the High 1 Story Metal Building remains in place.

PUMP HOUSE USE.

5.1 RRR hereby grants to Specialty, its successors and assigns, upon the conditions set forth herein, a license for the purpose of the shared use with RRR of the building on the Premises, known as the Pump House and so designated on Exhibit A. The parties acknowledge that the Pump House is essential to RRR and to Specialty for the maintenance and operation, repair, replacement and removal of a water pump and water meter for sewage purposes and related accessory equipment, including electric meters for the water pump. The parties agree that RRR shall cause to be installed in the Pump House a separate electric meter for the purpose of metering electricity to Specialty's pumping operations in the Pump House, or provide alternative electric service for such operations.

5.2 Specialty shall have the right of reasonable access to the Pump House over such route or routes as shall be approved in writing from time to time by RRR provided, however, that it is contemplated by this Agreement that Specialty's access to the Pump House shall be from the Specialty Property, and provided further that all access and use of the Pump House by RRR or Specialty shall be with a minimum of inconvenience to the other party.

5.3 RRR shall maintain the Pump House in good condition and in compliance with all applicable laws, regulations and ordinances of any appropriate governmental authority.

GAS METER BUILDING.

6.1 RRR herby grants and conveys to Specialty, its successors and assigns, an easement for the purpose of maintaining, repairing, replacing and removing a gas meter within the building on the Premises known as the Gas Meter Building as shown on Exhibit A, together with an eight (8") inch, in place gas pipeline extending from the Gas Meter Building on the Premises to the Specialty Property as shown on Exhibit A, and as more particularly described as follows:

A TRACT OF LAND SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK, AND THE STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH,

RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; THENCE NORTH 00° 14' 58" WEST (SAID BEARINGS BASED ON THE BEARING OF THE CALUMET RIVER DOCK LINE BEING NORTH 62° 30' 29" EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO), A DISTANCE OF 8.58 FEET ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 18 TO THE POINT OF BEGINNING OF PARCEL ONE; THENCE CONTINUING NORTH 00° 14' 58" WEST ALONG SAID WEST LINE 209.82 FEET TO THE DOCK LINE OF THE CALUMET RIVER; THENCE NORTH 62° 30' 29" EAST 808.93 FEET ALONG SAID DOCK LINE; THENCE SOUTH 89° 54' 47" EAST 213.33 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF 106TH STREET; THENCE NORTH 62° 24' EAST, 203.78 FEET; THENCE SOUTH 53° 00' EAST 85.00 FEET; THENCE SOUTH 45° 33' 18" WEST, 44.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 45° 33' 18" WEST, 68.59 FEET; THENCE SOUTH 62° 24' WEST, 105.41 FEET; THENCE NORTH 27° 36' WEST, 15.00 FEET; THENCE NORTH 62° 24' EAST, 150.00 FEET; THENCE SOUTH 27° 36' EAST, 1.50 FEET TO THE POINT OF BEGINNING.

together with reasonable access on, over and upon such portions of the Premises as shall be necessary for the use and enjoyment of such easement rights.

6.2 RRR shall be solely responsible for the maintenance and repair of the Gas Meter Building on the Premises.

6.3 If RRR ever takes gas from the pipeline described in Section 6.1, RRR shall, at RRR's expense, provide for separate metering of such gas and payments of the charges therefor.

FUTURE EASEMENT.

7.1 The parties acknowledge the future necessity to provide the Premises with access to the waterlines in 106th Street as shown on Exhibit A. Specialty hereby agrees to grant and convey to RRR, its successors and assigns an easement for the purpose of installing, maintaining, operating, repairing, replacing and removing a six (6") to eight (8") inch waterline for RRR's operations on the Premises, which shall extend from the Premises to the Specialty Property, to 106th Street on, over and under a mutually determined strip of land no less than ten (10) feet wide, together with reasonable access on, over and upon such portions of the Specialty Property as shall be necessary for the use and enjoyment of such easement rights.

TRUCK SCALE.

8.1 Specialty hereby grants and conveys to RRR, its successors and assigns a license to use the existing Specialty Truck Scale on property adjacent to the Premises as shown on Exhibit A, for the weighing of vehicles using delivering,

receiving, shipping steel and other merchandise to and from the Premises.

8.2 The economic terms and conditions of RRR's use shall be determined in a separate agreement between RRR and Specialty. Should Specialty remove or relocate the Truck Scale to another location on the Specialty Property, RRR's license to use the scale shall be continuing at any relocated site, subject always to the mutual agreement on economic terms and conditions.

RRR UTILITY EASEMENTS.

9.1 Specialty, in consideration of One ($1.00) Dollar and other valuable consideration receipt of which is hereby acknowledged, hereby grants and conveys to RRR the following three non-exclusive and perpetual easements (collectively called the RRR Utility Easement) on, along over and across those portions of the Specialty Property and other property located in the County of Cook, City of Chicago, Illinois, as more particularly shown on Exhibit A and more fully described as follows.

EASEMENT 9.1 A-1

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL ONE AS CREATED BY GRANT OF EASEMENT FROM ACME STEEL COMPANY, A DELAWARE CORPORATION TO MICRODOT INC., A DELAWARE CORPORATION RECORDED FEBRUARY 25, 1988 AS DOCUMENT NO. 88081402 DESCRIBED AS FOLLOWS: AN EASEMENT OVER A STRIP OF LAND FOR THE PURPOSE OF USING, MAINTAINING, REPAIRING AND REPLACING AN EXISTING UNDERGROUND ELECTRICAL SERVICE DUCT, SAID STRIP BEING 15 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS; THENCE NORTH 0° 14' 58" WEST (SAID BEARING BASED ON THE BEARING OF THE CALUMET RIVER DOCK LINE BEING NORTH 62° 30' 29" EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO) A DISTANCE OF 8.58 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO A POINT; THENCE NORTH 89° 18' 29" EAST, 42.18 FEET; THENCE NORTH 88° 49' 03" EAST, 48.64 FEET; THENCE SOUTH 27° 19' 47" EAST, 86.90 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT; THENCE SOUTH 89° 06' 00" WEST, 150.48 FEET; THENCE NORTH 26° 40' 53" WEST, 101.24 FEET; THENCE NORTH 40° 33' 06" EAST, 34.52 FEET TO THE POINT OF ENDING OF THIS EASEMENT, IN COOK COUNTY, ILLINOIS.

ALSO,

EASEMENT 9.1 A-2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL ONE, AS CREATED BY GRANT FROM ACME STEEL COMPANY, A DELAWARE

CORPORATION TO MICRODOT, INC., A DELAWARE CORPORATION, RECORDED FEBRUARY 25, 1988 AS DOCUMENT #88081402 DESCRIBED AS FOLLOWS: AN EASEMENT OVER A STRIP OF LAND FOR THE PURPOSE OF USING, MAINTAINING, REPAIRING AND REPLACING AN EXISTING UNDERGROUND ELECTRICAL SERVICE DUCT, SAID STRIP BEING 15 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS; THENCE NORTH 00° 14' 58" WEST (SAID BEARINGS BASED ON THE BEARING OF THE CALUMET RIVER DOCK LINE BEING NORTH 62° 30' 29" EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO), A DISTANCE OF 8.58 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO A POINT; THENCE NORTH 89° 18' 29" EAST, 42.18 FEET, THENCE NORTH 88° 49' 03" EAST, 48.64 FEET; THENCE SOUTH 27° 19' 47" EAST, 182.03 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT; THENCE SOUTH 01° 44' 36" WEST, 158.94 FEET; THENCE NORTH 53° 21' 43" EAST, 502.97 FEET; THENCE SOUTH 89° 56' 53" EAST, 596.43 FEET, MORE OR LESS, TO THE POINT OF ENDING OF THIS EASEMENT, IN COOK COUNTY, ILLINOIS.

ALSO,

EASEMENT 9.1 A-3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL ONE, AS CREATED BY GRANT FROM ACME STEEL COMPANY, A DELAWARE CORPORATION TO MICRODOT, INC., A DELAWARE CORPORATION, RECORDED FEBRUARY 25, 1988 AS DOCUMENT #88081402 DESCRIBED AS FOLLOWS: AN EASEMENT OVER A STRIP OF LAND FOR THE PURPOSE OF USING, MAINTAINING, REPAIRING AND REPLACING AN EXISTING UNDERGROUND 6" POTABLE WATER MAIN, SAID STRIP BEING 15 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS; THENCE NORTH 0° 14' 58" WEST (SAID BEARING BASED ON THE BEARING OF THE CALUMET RIVER DOCK LINE BEING NORTH 62° 30' 29" EAST AND THE SUBSEQUENT BEARINGS IN THIS DESCRIPTION ARE RELATIVE THERETO), A DISTANCE OF 8.58 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO A POINT; THENCE NORTH 89° 18' 29" EAST, 42.18 FEET; THENCE NORTH 88° 49' 03" EAST, 48.64 FEET; THENCE 27° 19' 47" EAST, 207.37 FEET; THENCE NORTH 72° 15' 12" EAST, 197.30 FEET; THENCE NORTH 62° 29' 25" EAST, 170.26 FEET; THENCE NORTH 51° 43' 50" EAST, 148.46 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT; THENCE SOUTH 44° 56' 53" EAST, 32.48 FEET; THENCE SOUTH 89° 56' 53" EAST, 541.28 FEET, MORE OR LESS, TO THE POINT OF ENDING OF THIS EASEMENT, IN COOK COUNTY, ILLINOIS.

9.2 The purpose of the RRR Utility easements is the using, maintaining, repairing and replacing of two existing

underground electrical service ducts and an existing underground 6" potable water main.

9.3 It is the intention of Specialty, by the granting of the RRR Utility Easement, to grant to RRR all of Specialty's right, title and interest, with respect to the Premises, in the easemonts described as easements A-1, A-2 and A-3 in that certain Grant of Easement from ACME Steel Company to Microdot, Inc., executed on February 25, 1988, and recorded as instrument 88081402 on February 25, 1988, in the Cook County, Illinois, Recorder's Office.

TAXES.

10.1 Notwithstanding any rights granted under this Agreement each party shall pay all taxes, charges, duties, penalties and/or fees, levied and/or assessed against the real property and personal property owned by such party wherever located, before the same shall become delinquent, and each party shall pay all necessary permit fees and license fees, if any, for such party's operations. Each party shall provide the other with proof of payment of the aforesaid taxes and charges upon reasonable request of the other.

10.2 The parties agree that each shall take the necessary steps to subdivide Specialty's property for taxing purposes into two separate tax parcels, namely, (1) the Premises, and (2) the Specialty property in which each party shall have the exclusive ownership. By separate agreement the parties shall allocate the apportionment and payment of real estate taxes on the Specialty property until the final subdivision into separate tax parcels occurs.

CONDITION OF THE PREMISES, AND THE SPECIALTY PROPERTY, LIENS AND REPAIRS.

11. The Easement areas and the licenses are held by each party AS IS, and without warranty by the granting party, and each party shall, at its own expense, (1) put and keep the easement areas granted by such party in good condition and safe and proper repair, (2) pay, discharge, keep the easement and licensed areas free from all mechanic's liens, laborer's and materialman's liens and other liens of every nature, and (3) indemnify and save harmless the other party and the easement and licensed areas from all charges and claims for labor, materials and supplies incurred by such party.

INDEMNITY: INSURANCE.

12.1 Specialty agrees to indemnify and hold harmless RRR from any and all claims, losses, costs, expenses, judgments or liabilities for property damage (including damage to the property of Specialty) or personal injury (including death) of any person or persons while in or on the Premises arising out of Specialty's possession, use and/or occupancy of any

part of the Premises, except where such injury or damage shall be caused by or result from the sole negligence of RRR or its servants or agents.

12.2 Except as otherwise specifically provided in Section 2.4, RRR agrees to indemnify and hold Specialty harmless from any and all claims, losses, costs, expenses, judgments or liabilities for property damage (including damage to the property of RRR) or personal injury (including death) of any person or persons while in or on the Specialty Property arising out of RRR's possession, use and/or occupancy of any part of the Specialty Property, except where such injury or damage shall be caused by or result from the sole negligence of Specialty or its servants or agents.

12.3 Each party shall maintain and pay for and keep in effect throughout the term hereof, in good and reputable insurance companies satisfactory to the other, insurance upon the Premises, the Specialty Property and each party's respective property and operations thereon, against claim for bodily injury (including death) or property damage, under a policy of general public liability insurance in an amount not less than $1,000,000/$3,000,000 in respect of bodily injury (including death) and $1,000,000 for property damage. Said insurance shall include the contractual liability assumed by each party in paragraphs 2.4, 12.1 and 12.2 above.

12.4 All policies of insurance shall name RRR and Specialty as additional insured parties, as their respective interests may appear, and shall provide that they shall not be cancelable without at least thirty (30) days written notice to RRR and Specialty, respectively. Upon the execution of this Agreement, certified copies of said policies or certificates of insurance evidencing such coverages shall be delivered to each party.

COMPLIANCE WITH LAWS.

13. Each party shall comply with all laws, ordinances, regulations or requirements of any federal, state, county or municipal authority with respect to the exercise of the respective rights of such party under this Agreement.

SAFETY.

14. Each party which is a grantee of rights under this Agreement, and its respective agents, employees, licensees, invitees and independent contractors, shall comply with all reasonable rules and regulations, established by the granting party, for the safety of persons and the protection of property, governing the conduct and manner of any activity within granting party's property in connection with the easements and other rights herein granted. It is further agreed, however, that any such rules and regulations established by any granting party shall not unreasonably interfere

with the use and enjoyment of the easements and other rights herein granted.

RESERVATIONS.

15. Each granting party expressly reserves the right: (a) to make every use of every easement area for the granting party's own purposes, including, but without limitation, mining and extraction of minerals, salt, oil, gas, petroleum and other hydrocarbon substances, and other substances in any physical form; and (b) to lease or grant easments, rights-of-way, pipelines or licenses covering or affecting all or any part of the easement area; provided only, however, than any such use by the granting party or any such lease, easement, right-of-way, pipeline or license shall not unreasonably interfere with the permitted use by the grantee party.

EXISTING LIENS.

16. The rights, licenses and easements herein granted are subject to any and all liens and encumbrances (recorded or unrecorded) of whatsoever kind, including but without limitation, leases, easements, rights-of-way and licenses, now existing over, under, across or upon the Premises or the Specialty Property.

ACCESS.

17. All right of ingress to and egress granted under this Agreement shall be exercised at all times and with such necessary vehicles, material and equipment as shall be necessary for the purpose of exercising and enjoying the easement or license herein granted. Said right of ingress and egress shall be exercised with a minimum of inconvenience and without damage to the property of either party.

UTILITIES.

18. Each party shall pay all charges for gas, electric, water, heat, sewer and other utility services used by such party on or in connection with the property owned by such party, as the same become due and payable. Neither party shall be under any obligation to supply water, heat, light and/or power to the property of the other party.

NOTICES.

19. Any and all written notices provided for in this Agreement shall be deemed to have been properly given if the same shall have been mailed in a sealed wrapper, delivered by certified or registered mail, postage prepaid, or by telecopier or courier service, postage prepaid, addressed to RRR as follows:

River Road Realty Corporation
P. O. Box 5000 (zip 70069)
River Road
La Place, LA 70068
Telecopier No.: 504/652-0472

and addressed to Specialty as follows:

Specialty Steel Products, Inc.
c/o Rochez Brothers
600 Ross Avenue
Pittsburgh, PA 15221
Telecopier No.:

or to such other address as either party shall have directed in written notice to the other prior to the mailing of any such notice.

MISCELLANEOUS.

20.1 Easements Running With The Land. The easements granted and conveyed in this Agreement, except those licenses or easements described in Sections 2 and 5, shall run with the land and shall be binding upon and enure to the benefit of RRR and Specialty and their respective successors and assigns. Nothing contained in this Agreement shall be construed as creating or granting to any person or entity (other than RRR and Specialty and their respective successors and assigns) any right or benefit relating to this Agreement, including without limitation the right to enforce any easement or right of action for the breach of or failure to comply with any provision of this Agreement.

20.2 Headings. The captions and headings used in this Agreement are for convenience only, and do not in any way limit, or amplify the terms and provisions hereof.

20.3 Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.

20.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to agreements made and to be performed in Illinois and cannot be changed or terminated orally.

20.5 Further Assurances. This Agreement represents the best efforts of Specialty and RRR to indentify their respective needs for the future use, operation and maintenance of the Premises and the Specialty Property. If the future use, operation and maintenance of the two properties indentifies additional or amended needs, in addition to the matters set

forth in this Agreement, RRR and Specialty will confer in good faith regarding these circumstances.

20.6 Mutual Benefit/Cost Sharing. It is intended that the maintenance obligations set forth in Section 11 shall be for the mutual benefit of RRR and Specialty. If either party fails to maintain any easement area in the good condition, and safe and proper repair required under Section 11, the other party shall have the right to perform the necessary acts to so maintain the areas, provided, however, that the cost of maintaining the RRR Access Easement shall be shared equally by RRR and Specialty.

20.7 Severability. If any one or more of the provisions in this Agreement should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall remain in full force, or may be reformed in such a manner as shall enable the enforceability, legality and validity of the Agreement to remain in effect and to accomplish the original, mutual benefits intended by the parties.

20.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties and no alterations, changes or oral representations shall be binding unless reduced to writing and signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, on this July [illegible], 1990, the parties have caused this Agreement to be executed.

WITNESSES:

_____

_____

_____

_____

RIVER ROAD REALTY CORPORATION

By Rodger A. Malehorn
Rodger A. Malehorn

SPECIALTY STEEL PRODUCTS INC.

By _____

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING SHOULD BE RETURNED TO:

Howard B. Myers, Esq.
1111 West Mockingbird Lane
Dallas, TX 75247

M/Agrmt/18/2

forth in this Agreement, RRR and Specialty will continue in good faith to perform their obligations.

20.6 Mutual Benefit/Cost Sharing. It is intended that the maintenance obligations set forth in Section 11 shall be for the mutual benefit of RRR and Specialty. If either party fails to maintain any easement area in the good condition, safe and proper repair required under Section 11, the other party shall have the right to perform the necessary maintenance to maintain the area; provided, however, that the cost of maintaining the RRR Access Easement shall be shared equally by RRR and Specialty.

20.7 Severability. If any one or more of the provisions in this Agreement should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall remain in full force, or may be reformed in such a manner as shall enable the enforceability, legality and validity of the Agreement to remain in effect and to accomplish the original, mutual benefits intended by the parties.

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IN WITNESS WHEREOF, on this July 1, 1990, the parties have caused this Agreement to be executed.

RIVER ROAD REALTY CORPORATION

WITNESSES:

By: ______________________
Robert H. Hutchison

SPECIALTY STEEL PRODUCTS, INC.

By: ______________________

____

____

____

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING SHOULD BE RETURNED TO:

Thomas B. Murray, Esq.
1111 West Mockingbird Lane
Dallas, TX 75247

90326016

forth in this Agreement, RRR and Specialty will confer in good faith regarding these circumstances.

20.6 Mutual Benefit/Cost Sharing. It is intended that the maintenance obligations set forth in Section 11 shall be for the mutual benefit of RRR and Specialty. If either party fails to maintain any easement area in the good condition, and safe and proper repair required under Section 11, the other party shall have the right to perform the necessary acts to so maintain the areas, provided, however, that the cost of maintaining the RRR Access Easement shall be shared equally by RRR and Specialty.

20.7 Severability. If any one or more of the provisions in this Agreement should be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and shall remain in full force, or may be reformed in such a manner as shall enable the enforceability, legality and validity of the Agreement to remain in effect and to accomplish the original, mutual benefits intended by the parties.

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IN WITNESS WHEREOF, on this July 1, 1990, the parties have caused this Agreement to be executed.

WITNESSES:

RIVER ROAD REALTY CORPORATION

By _____
Rodger A. Malehorn

SPECIALTY STEEL PRODUCTS INC.

By Joseph Rochenzgh V.P.

Ralph H. Stum
Asst Secretary

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING SHOULD BE RETURNED TO:

Howard B. Myers, Esq.
1111 West Mockingbird Lane
Dallas, TX 75247

BOX 333

90343634

M/Agrmt/18/2

ACKNOWLEDGMENTS

STATE OF LOUISIANA)
) SS
PARISH OF ST. JOHN THE BAPTIST)

I, the undersigned, a Notary Public in and for said Parish, in the State aforesaid, DO HEREBY CERTIFY that RODGER A. MALEHORN, personally known to me to be the General Manager of Commercial Operations of River Road Realty Corporation, a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of June, 1990.

_____
Notary Public

Commission Expires:

_____

STATE OF Pennsylvania)
) SS
COUNTY OF Allegheny)

I, the undersigned, a Notary Public in and for said Parish, in the State aforesaid, DO HEREBY CERTIFY that _____ Joseph J. Rocher Jr. _____, personally known to me to be the _____ Vice President _____ of SPECIALTY STEEL PRODUCTS, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of June, 1990.

Cynthia A. Klier
Notary Public

Commission Expires:

_____

Notarial Seal
Cynthia I. Klier, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 27, 1993
Member, Pennsylvania Association of Notaries

90343634

M/Agrmt/18/2

ACKNOWLEDGMENTS

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

I, the undersigned, a Notary Public in and for said Parish, in the State aforesaid, DO HEREBY CERTIFY that RODGER A. MALEHORN, personally known to me to be the General Manager of Commercial Operations of River Road Realty Corporation, a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of July, 1990.

Susan Brendeland
Notary Public

Commission Expires:

_____

NOTARY PUBLIC STATE OF TEXAS
SUSAN BRENDELAND
COMMISSION EXPIRES
JANUARY 10, 1992

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said Parish, in the State aforesaid, DO HEREBY CERTIFY that _____ _____, personally known to me to be the _____ of SPECIALTY STEEL PRODUCTS, INC., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of July, 1990.

_____
Notary Public

Commission Expires:

_____

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M/Agrmt/18/2

The undersigned mortgagee of Specialty Steel Products, Inc., hereby consents to the within Easement Agreement as of July 1, 1990.

Pittsburgh National Bank

by John J. Skapin Jr. - VP

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